



LONG AND FOSTER REAL ESTATE, INC.
 14501 George Carter Way
 Chantilly, Virginia 20151
 (703) 653-8500

NON-MANAGEMENT DEED OF LEASE FOR MARYLAND

(Long and Foster Real Estate, Inc. is not acting as property manager for this property but has acted only as the agent in locating a tenant for the landlord. Long and Foster has no responsibility or liability for property management.)
 (This Lease is a legally binding contract. If not understood, seek competent legal advice before signing.)

This Residential DEED OF LEASE ("Lease") is made on 08/28/11 between
Lynn Beattie "Landlord" (s) and

R. Tony Calice "Tenant" (s)
Melissa J. Calice

who are jointly and severally liable, who hereby acknowledge by their initials and signatures below that in this real estate leasing transaction, Long & Foster "Agent" represents the Landlord and "Leasing Company" represents ☒ the Landlord, OR ☐ the Tenant (If the brokerage firm is acting as a dual representative for both Landlord and Tenant, with or without designated representatives, then the appropriate disclosure form is attached to and made a part of this lease.)

1. ADDRESS OF PROPERTY, TERM, AND RENT. THAT IN CONSIDERATION of the premises, rents and covenants herein expressed, Landlord hereby leases to Tenant and Tenant rents from Landlord upon the terms and conditions herein set forth, the certain unfinished property known as 43 Winterberry Court Cockeysville, MD 21030

YEAR BUILT 1999 Associations: _____
 If applicable, Unit# _____ Storage# _____ Mailbox# _____ Parking Space# 2

The term commencing on 09/15/11 and ending on 09/30/12 for the total term during the term of
 \$ 24,440.00 payable as follows: the first installment of \$ _____ covering the period of _____

through _____ due before occupying the premises and acknowledged as received with application. Pro-
 rata rent from 09/15/11 through 09/30/11 is \$ 1,040.00 due on the first day of 9/12/2011

Subsequent installments of \$ 1,950.00 are due on the first day of each calendar month thereafter without notice, demand or deduction. The rent is to be paid by one check only. Payment must be made by one of the signors of the rental agreement. Agent will accept only a personal check, cashier's check or money order as payment for rent. If rent is sent to any address or location other than identified in paragraph 2, Paragraph 3 will apply.

2. PAYMENTS. Rent shall be payable to Landlord at 6747 Whitestone Road
Baltimore, MD 21207 For emergency and/or maintenance repairs call 410-298-8244

3. LATE FEE COST AND RETURNED CHECKS. If any installment of rent is not received by Landlord within five days (10 days if property is located in Montgomery County) from the due date, Tenant covenants and agrees to pay an additional rent five percent (5%) of the month's rent. Tenant further agrees to pay a handling charge of \$25.00 for each check returned by the bank for insufficient funds or any other reason. Returned checks will not be redeposited. Landlord may require any and all payments to be made by money order or certified funds.

4. OCCUPANT'S USE. Tenant will use said property as a single family residence 4 related persons, as stated for application, and for no other purpose or additional number of persons whatever, except legal dependents and temporary guests, without prior written consent of Landlord. Temporary guests are those persons who occupy property for no more than two weeks during any twelve-month period.

5. SUBLET/ASSIGNMENT. Tenant shall not assign this Agreement or sublet the premises or any portion thereof, or permit possession or occupancy thereof by any other person or persons without prior written consent of the Landlord. A change fee of \$250 will be charged to tenants when a change of roommates is requested and approved.



Tenant me, myc

Landlord JOB

Tenant _____



8. FIXTURES AND APPLIANCES. The Landlord shall provide as part of the Premises all existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, existing floor covering and smoke detectors, and if so indicated below, the following checked fixtures and appliances:

<input checked="" type="checkbox"/> Stove/Range	<input checked="" type="checkbox"/> Disposal	<input type="checkbox"/> Window Fan(s)	<input type="checkbox"/> Alarm System
<input type="checkbox"/> Cooktop	<input type="checkbox"/> Freezer	<input type="checkbox"/> Window A/C Unit(s) #	<input type="checkbox"/> Intercom
<input type="checkbox"/> Wall Oven(s) #	<input type="checkbox"/> Exhaust Fan(s)	<input type="checkbox"/> Ceiling Fan(s) #	<input type="checkbox"/> Water Treatment System
<input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u>	<input type="checkbox"/> Washer	<input type="checkbox"/> Remote(s) #	<input type="checkbox"/> Wood Stove
<input type="checkbox"/> Ice Maker	<input type="checkbox"/> Dryer	<input type="checkbox"/> Hot Tub & Equipment	
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Handicapped	<input type="checkbox"/> Pool & Equipment	
<input type="checkbox"/> Microwave	<input type="checkbox"/> Electronic Air Filter	<input type="checkbox"/> Fireplace Screen/Door	
<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Central Vacuum	<input type="checkbox"/> Garage Opener #	

Except as otherwise provided, Landlord will maintain the property in good repair and habitable condition and will be responsible for all major repairs not due to the fault or negligence of the Tenant during the continuance of this Lease. Repairs or replacement of equipment provided due to normal wear and tear shall be at the expense of the Landlord. The following equipment, if now or hereafter installed, is for the Tenant's use and convenience and is not warranted by the Landlord, condition is unknown: venetian blinds, shades, curtains, drapes, valances, rods,

(NOTE: In Montgomery County, this paragraph may not include any appliances.) Tenant agrees to maintain aforementioned equipment at Tenant's expense. Should cost of repair exceed the value of the equipment, Tenant may, however only after written request and consent from the Landlord has been received, elect not to repair and may have it removed.

7. PETS. Tenant shall not keep or allow pet(s) on premises except as follows or with subsequent written consent of Landlord. The following pet(s) may be kept on the premises: 1 dog (Lab mix). Tenant agrees to arrange for and pay the costs of having the carpets/flooring professionally cleaned, deodorized and treated for fleas, ticks and other vermin at the termination of occupancy, should the above consent be given. Paid receipts for such cleaning and treatment must be provided to Landlord. Tenant further agrees to assume all liability and to be responsible for any damage caused by said pet(s) such as, but not limited to damage to carpets, sub-flooring and wood floors, screens, glass and frames and landscaping. Tenant must comply with any pet ordinances enacted by the local authorities, homeowners or condominium associations. Tenant shall not keep the pet on the premises if the pet is or becomes vicious or threatening, bites or attacks any person or other pet, or otherwise is or becomes a nuisance. Tenant assumes full liability for the results of any actions of pet.

With the exception of properties located in Montgomery County, if Tenant permits or harbors a pet on the premises without 1) permission of Landlord, and 2) payment of the required pet deposit, tenant shall be in violation of the lease. If tenant violates the "no pets" provision of the lease, tenant agrees to pay, as additional rent, \$200 per month per animal for each month violation exists, in addition to any damages, physical or otherwise, which in the opinion of Landlord were caused by the unauthorized animal on the premises. Landlord also reserves the right to require removal of the animal from the premises, and require additional security deposit to be held for balance of the tenancy.

8. DIPLOMATIC CLAUSE; MILITARY CLAUSE. If Landlord or spouse is, or hereafter becomes a member of the United States Armed Forces, U.S. State Department, USAID, or any other Federal Government Agency on extended active duty and is transferred under PCS/Transfer orders, transferred to temporary duty of ninety (90) days or more duration, or is released or retired from active duty and is returning to the dwelling unit during the Lease Term, he may terminate this Lease by giving the Tenant _____ days written notice to that effect.

If the Tenant is or becomes a member of the United States Armed Forces, U.S. State Department, USAID or any other Federal Government Agency on extended active duty and is transferred under PCS orders thirty-five (35) miles or more from the location of the dwelling unit, transferred to temporary duty of ninety (90) days or more duration, or is abruptly and unexpectedly released or discharged from active service during the Lease Term, he may terminate this Lease by giving the Landlord/Agent thirty (30) days written notice to that effect, together with an official copy of his orders.

9. COMMISSION. In consideration of the negotiation of this Lease by LONG & FOSTER REAL ESTATE, Inc., Landlord agrees to pay a commission based on the sale or exchange price of the property as outlined in the listing contract, if during the term of the tenancy or within 120 days after tenant vacates, Landlord shall sell the property to Tenant or exchange it with Tenant for property of any kind and wherever located.

10. SECURITY DEPOSIT. At the time of the execution of this Lease Agreement, or prior thereto, the Tenant paid to the Landlord a security deposit in the amount of \$ 1,950.00, which sum does not exceed two (2) months rent and receipt of which is hereby acknowledged by the Landlord. This Lease Agreement shall also serve as a receipt for the security deposit. In accordance with Maryland law, the Landlord shall maintain the security deposit in a banking or savings institution within the State of Maryland in an insured certificate of deposit or account that is devoted exclusively to security deposits.

Tenant

Landlord

Tenant

The Landlord acknowledges Tenant's right to have the dwelling unit surveyed by the Landlord, in the Tenant's presence, for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail within fifteen (15) days of the Tenant's occupancy. The Tenant shall, if he disagrees with the list, serve on the Landlord a statement of his own, setting forth any variations within five (5) days after he receives such a list from the Landlord. Such list is for information only, and Landlord shall not be obligated to make any repairs, except as required by law.

Proper termination has occurred when Tenant has faithfully performed his lease obligations, given/received proper termination notification, paid all rent, final utility bills (see Paragraph 29), and other charges due Landlord. Prior to the survey, the Tenant shall:

- A. Have carpets cleaned by a professional company acceptable to the Landlord and provide a paid receipt.
- B. Gutters and chimney must be clean.
- C. Have the Premises professionally treated for fleas and ticks if pets have been present and provide a paid receipt.
- D. Eliminate all household pests and vermin from the interior of the Premises.
- E. Change all air filters on furnace and air conditioning units. Provide evidence from the company selected by the Landlord that the fuel tank(s) are refilled.
- F. Insure that the Premises, including kitchen, baths and all appliances, floors, walls and windows are thoroughly cleaned, grass is cut and trash removed.
- G. Have all light bulbs and smoke detectors in working order.
- H. Return all keys, garage door openers, passes and documents provided.

Within forty-five (45) days after the end of the tenancy, the Landlord shall return the security deposit to the Tenant together with simple interest thereon which shall have accrued in the amount of the rate specified by statute, less any damages rightfully withheld. Interest shall accrue thereon at six (6) month intervals from the day the Landlord deposits the security deposit to the required interest-bearing account, within thirty (30) days after receipt. It is understood that interest shall not compound, and that interest shall be payable only on security deposits of fifty dollars (\$50) or more. It is understood and agreed that the security deposit, or any portion thereof, may be withheld in accordance with Maryland law for unpaid rent, damage due to breach of lease, lost future rents, unpaid water bill, damage to the leased premises, common areas surrounding the leased premise, major appliances or damage to furnishings that are caused by the Tenant, his family, agents, employees, or social guests in excess of ordinary wear and tear. Tenant may not utilize the security deposit as rent and must not apply the same as the last month's rent.

Pursuant to Section 8-203(f), Real Property article of the Annotated Code of Maryland, the Tenant is hereby notified of his right to be present upon termination when the Landlord surveys the premises in order to determine if any damage was done to the premises, if the Tenant notifies the Landlord by certified mail of his intention to move, the date of moving and his new address. Such notice shall be furnished to the Landlord at least fifteen (15) days before the date of moving. Upon receipt of the Tenant's notice, the Landlord shall send written notification to the Tenant of the time and date when the premises are to be surveyed, which shall occur within five (5) days before or after the date of moving as designated in the Tenant's notice.

If any portion of the security deposit is withheld, the Landlord acknowledges his obligation to present by first class mail directed to Tenant's last known address, within forty-five (45) days after the termination of tenancy a written list of the damages claimed together with a statement of the cost actually incurred and any unused portion of the security deposit.

PROVIDED HOWEVER, that notwithstanding the above provisions, in the event the Tenant has been evicted or ejected for non-payment of rent or for breach of a condition or covenant of the lease prior to the termination of the tenancy, or in the event the Tenant has abandoned the premises prior to termination of the tenancy, the Tenant and the Landlord have the following duties with respect to the security deposit.

- A. The Tenant must first demand return of the security deposit by giving to the Landlord written notice by first class mail within forty-five days of being evicted, or ejected, or of abandoning the premises. The notice shall specify the Tenant's new address.
- B. Within forty-five (45) days of the receipt of the notice from the Tenant to the Landlord, the Landlord shall send written notice to the Tenant by first class mail which contains a written list of damages claimed by the Landlord, as allowed by law, together with a statement of the costs actually incurred and the Landlord shall return the security deposit to the Tenant together with simple interest in the amount specified by statute, less any damages rightfully withheld.

Pursuant to Section 8-203.1(a)(7) Real Property article of the Annotated Code of Maryland, the Tenant is hereby notified that the failure of the Landlord to comply with the security deposit law may result in the Landlord being liable to the tenant for a penalty of up to three (3) times the security deposit withheld, plus reasonable attorney fees.

11. POSSESSION OF PREMISES. In the event that Landlord/Agent is unable to deliver possession of the premises at the commencement of the tenancy, the Landlord/Agent agrees to use whatever efforts are, in his determination, reasonable to secure possession of premises, but in no event, except for the willful and deliberate misconduct of Landlord/Agent, shall Landlord/Agent be liable to Tenant for any delay in possession. Notwithstanding the provisions of the foregoing sentence, Tenant shall have no responsibility to pay rent for the time elapsing from the beginning of the term of this lease until the premises are available for occupancy by Tenant.

12. CONDITION OF PROPERTY, SURVEYS, LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS WARNING DISCLOSURE. Landlord will make an itemized condition survey. A written copy of such survey will be forwarded to Tenant. Tenant may request to be present at initial and move-out surveys by notifying Landlord by certified mail 14 days prior to said survey. Any additional itemized conditions noted by Tenant should be submitted to Landlord within 15 days of occupancy, in writing, to be determined as legitimate and added to the record as required.

Tenant fe, njwr
Landlord [Signature]

Tenant _____

LEAD PAINT - APPLICABLE LAW: Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Federal Program) requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to the tenant, based upon the owner's actual knowledge, all known lead-based paint hazards in the Property and provide the tenant with any available reports in the owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property.

If Property was built prior to 1979, the Property is also subject to the Maryland Lead Paint Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article, Section 8-801 et seq. (the Maryland Program). If the Property was constructed prior to 1950, all provisions of the Maryland Program will apply to the Property. If the Property was constructed during the period 1950 through 1978, the provisions of the Maryland Program will also apply to the Property, except that owner will have the option to participate in the liability limitation portion of the Maryland Program.

Age Classification of Property: Owner represents and warrants to Tenant(s), broker(s), broker(s) agents and subagents, intending that they rely upon such warranty and representation, that (mark all that apply):

- ☐ **House Built Prior to 1950**
 - ☐ Lead-based paint addendum, disclosure and certification attached
- ☐ **House Built Between 1950-1978**
 - ☐ Lead-based paint addendum, disclosure and certificate attached, if applicable
- ☐ **House Built After 1978**
 - ☒ Not subject to lead-based paint laws
- ☐ **House certified lead free**
 - ☐ Certification attached

If the Property was built during or prior to 1978, or if the Owner is uncertain as to date Property was built, this Lease is not enforceable by either party unless the Federally required lead-based paint addendum have been executed by all parties to this Lease.

13. DEFAULT. Failure to pay rent, or additional rent, at the time specified will constitute default. Landlord may terminate this lease, be entitled to possession of the property, any unpaid rent or additional rent, recovery of any damages sustained and any and all such attorney's fees as may be recoverable by law. It is further agreed between the parties that Landlord may avail themselves of any remedy provided by law for the restitution of the premises and the recovery of delinquent rents and damages. If suspected premises has been deserted or abandoned, Landlord may proceed to recover possession of premises in accordance with the law.

14. ATTORNEY'S FEES AND ENFORCEMENT. Tenant agrees that in the event of his default in any installment of rent, or in the event of his breach of any covenant or condition hereof, he will reimburse the Landlord for any money expended by Landlord/Agent for utility or other bills, damages, leasing costs, as well as other costs which may be incurred to enforce this lease, plus reasonable attorney's fees owed to Landlord/Agent by Tenant.

15. RENEWAL. Renewal considerations shall be determined after a specific property survey is completed. Landlord shall advise Tenant of any Landlord instructions concerning renewal of lease. In absence of this notification, this lease shall be deemed renewable on a month-to-month basis under the same provisions, covenants and conditions until either party notifies the other IN WRITING. Extension of this lease on a monthly basis does not terminate the relationship of Landlord or Tenant as specified herein. Month-to-month leases must be terminated with a thirty (30) day written notice. This notice shall be received no later than the 1st day of the month and the tenancy shall terminate on the last day of the month. IT IS FURTHER UNDERSTOOD THAT TENANT COVENANTS FULL RENTAL LIABILITY FOR THE ENTIRE LAST MONTH OF INTENDED OCCUPANCY, WHETHER SAID TENANT HOLDS THE DEMISED PREMISES FOR THE MONTH'S ENTIRETY OR ANY PORTION THEREOF.

16. TERMINATION. Paragraph 1 stipulates the expiration date of this lease. Unless written notice is received by either party not less than 60 days prior to the expiration date, known as the "notification period," the lease will be deemed renewed on a month-to-month basis, and will remain in compliance with the same provisions, covenants and conditions as the current lease. This written notice regarding termination, must be received no later than 5:00 p.m. on the day preceding the commencement date of the notification period. Upon receiving written notice from Tenant, Landlord shall notify Tenant of move out/survey date. IT IS FURTHER UNDERSTOOD THAT TENANT COVENANTS FULL RENTAL LIABILITY FOR THE ENTIRE LAST MONTH OF INTENDED OCCUPANCY, WHETHER SAID TENANT HOLDS THE DEMISED PREMISES FOR THE MONTH'S ENTIRETY OR ANY PORTION THEREOF.

17. TRANSFER OF SECURITY DEPOSIT. If Landlord, his heirs or assignees, assumes management of the property, or management is transferred to another company, the Tenant consents to the transfer of his security deposit, plus interest, if any, to such party or company, if applicable by law.

18. PLUMBING FIXTURES AND APPLIANCES. Tenant shall keep the premises, including all plumbing fixtures, facilities and appliances as clean and safe as conditions permit. The Tenant agrees that at the termination of the lease all appliances and equipment will be left in good working order and shall be operative unless previously reported to Landlord. The Tenant is responsible for loss or damage from freezing of water pipes or plumbing fixtures due to Tenant not maintaining sufficient heat in property or not properly winterizing home. It is Tenant's responsibility to maintain heat or to report faulty heating equipment to Landlord. Stopped-up/clogged drains/pipes, washer connect hoses, dishwasher air gap and impellers, as well as jammed disposals are considered Tenant responsibility unless proven otherwise.

Tenant

Landlord

Tenant

19. **HEATING OIL.** Fuel oil tank will be ☐ filled or ☐ measured prior to Tenant occupancy; it will then become Tenant's responsibility to leave fuel oil tank ☐ full or have it ☐ measured upon termination of occupancy. If measuring method is selected, Landlord and Tenant agree to reimburse (or pay) other party for overage (or shortage) of measured contents at termination of lease.

Tenant agrees to purchase heating oil from _____ at _____ as Landlord requires the Company at _____ service contract remain in effect with this company.

20. **FIREPLACE, CHIMNEYS, WOOD BURNING STOVE, HEAT EXCHANGER.** Tenant agrees to have these units professionally cleaned and serviced periodically, as are chimneys, and provide receipts to the Landlord. Under no circumstances should firewood be stored inside the property, against exterior walls, on driveway, patio, deck or in garage.

21. **TENANT MAINTENANCE OBLIGATIONS.** The Tenant shall not deliberately destroy, damage, impair, or remove any part of the Premises, or common areas nor permit any person to do so. The Tenant shall pay for any repairs or replacements made necessary due to deliberate, accidental or negligent acts or omissions of the Tenant, Tenant's family, guests, invitees, agents, employees or pets. The Tenant is responsible for:

- A. Maintaining the Premises in a clean and sanitary condition and disposing of all trash, garbage and waste in sealed containers. Any fines incurred for failure to comply with said laws will be promptly paid by Tenant and Tenant will furnish a receipt of payment to Landlord.
- B. Using and operating all appliances, equipment and systems in a safe and reasonable manner and not to overload any system. Tenant must drain outside water spigots each fall. In the event the plumbing at the Premises is frozen or obstructed due to the negligence of the Tenant, Tenant's family or guests, the Tenant shall pay immediately the cost of repairing frozen pipes or clearing such obstruction and any additional costs associated with the repair (i.e. drywall, carpets, etc.).
- C. Furnishing and replacing all light bulbs and fuses as needed and changing furnace and air conditioner filters at least every two (2) months.
- D. Clearing of all drains and toilets, maintaining caulking around tubs and showers, maintaining all carpeting and flooring in a clean and good condition, replacing broken or damaged glass, screens, flooring and drywall.
- E. Cutting, widening and maintaining the lawn and pruning shrubbery; promptly removing ice and snow from all walks, steps and drives; maintaining exterior gutters, balconies and grounds free of leaves and other debris.
- F. Promptly reporting in writing to the Landlord any defect, damage, or breakage. Failure to report shall make the Tenant liable for the repair of any additional damage. This provision does not obligate the Landlord to repair or correct such defects, breakage, malfunction or damage.
- G. The cost of any unnecessary service call and any costs incurred as a result of the Tenant failing to keep appointments (or requiring appointments to be scheduled during overtime hours) with service persons who require access in order to make scheduled repairs. Any request for repair is understood to mean that permission to enter the Premises to make the repair has been given by the Tenant.
- H. Making any repairs, alterations, or additions required by any governmental authority, Owner's Association, insurance insurance company or the Managing Agent due to the Tenant's use.
- I. The control and elimination of household pests including but not limited to fleas, ticks, roaches, silverfish, ants, crickets, bedbugs and rodents (excluding squirrels) during occupancy. Upon vacating the Premises, the Tenant shall be responsible for the elimination of all such pests and vermin.

22. **LANDLORD CONSENT REQUIRED.** Tenant shall not make any repairs, alterations and/or additions without first obtaining Landlord's written consent. Repairs, alterations and/or additions included but are not limited to: a) Remodeling, making any structural change, alteration, addition or decoration, including papering and painting of the Premises; b) Installing, attaching, removing or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antenna or satellite dish, wood burning stoves, fireplace inserts or kerosene heaters; c) Drilling nails or other devices into walls, ceilings or woodwork (other than a reasonable number of picture hanging nails which are permitted); d) Affixing any object containing an adhesive backing to any surface in the Premises; e) Attaching plant hooks to the ceiling; f) Rekeying locks, installing additional locks or security systems. The Tenant must provide the Landlord, and the Owner's Association where required, with a duplicate of all keys and instructions on how to operate all locks and/or systems within 24 hours of change; g) Installing iron safes, waterbeds, pianos, aquariums or any other extra-heavy objects.

In the event any repairs, alterations and/or additions are performed by Tenant with Landlord's prior written authorization or made by Tenant in violation hereof, Tenant hereby warrants that such activity will be undertaken only if he is competent and qualified to perform it, assuring that the work done is safe and meets all applicable codes and statutes. Tenant warrants that he will be accountable for any mishaps or accidents resulting from such work he performs or causes to be performed by others, and that he will hold Landlord, the Agent and the manager of the premises free of harm, litigation or claims of other persons. Under no circumstances is the cost of said repairs to be deducted from an installment or rent payment. Tenant agrees that such repairs, alterations and/or additions shall remain with the property with Landlord approval or property must be returned to original condition at the expense of Tenant.

Tenant: PC, Myue

Landlord: MB

Tenant: _____

23. NOTICE OF DEFECTS OR MALFUNCTION. Tenant will give Landlord immediate notice of any known defect, breakage, malfunction or damage to or in the structure, equipment or fixtures in or on property in writing. Tenant shall bear any expense for failure to do so. This covenant, however, does not obligate, and is not to be understood, interpreted, construed, or in any way meant to imply that Landlord is obligated or expected to repair or correct such defect, breakage, malfunction, or damage except as provided for in Paragraph 6 - Fixtures and Appliances, on Page 2. Moreover, it is understood that any notice by Tenant for any repairs or services shall be deemed permission for the Landlord or its Employees/Agents/Vendors to enter the premises at a reasonable time without further notice to perform such repairs or services. If Tenant breaks any scheduled maintenance appointment or fails to allow access during regular business hours for purpose of accomplishing any required repairs, Tenant shall bear any additional expense for rescheduling of broken appointment, and/or over-time charges imposed by vendor.

24. TENANT CONDUCT. Tenant shall conduct himself and require other persons and/or animals on the premises, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises, and always in accordance with the rules and regulations of applicable homeowners' association or condo association which are considered a part of this lease. Tenant further covenants and agrees not to use or permit premises to be used for any improper, illegal or immoral purposes. In the event the heretofore specifics have been breached, the Landlord shall have the right to terminate this Lease by giving, delivering or posting proper written notice to quit the premises.

Landlord shall have the right to terminate this Lease if evidence indicates an immediate threat, which materially affects the health or safety of either Landlord or other tenants. For example, the sale, distribution or possession of illegal dangerous or prohibitive drugs and drug paraphernalia on the premises shall be considered an immediate threat. In such event, Landlord shall give Tenant written Notice of Termination with the time of vacating to be commensurate with the urgency of the situation. Tenant shall vacate and surrender possession of the premises to Landlord within the time period specified in the Notice of Termination.

25. HEALTH AND SAFETY. Tenant shall comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety. The premises are warranted as free from pest infestation and Tenant is required to report in writing any signs of rodents or vermin within (30) thirty days of occupancy. After this time, Tenant is required to control any infestation and related pests at the Tenant's expense. The Tenant will not use or keep in the dwelling any any explosive, flammable or combustible materials which would increase the rate of fire insurance on the premises.

26. EQUIPMENT THAT OVERLOADS A SYSTEM. Tenant will not install any equipment of any kind that will require any alteration or additions to, or create an overload on, any gas, water, heating, electrical, sewerage, drainage, or air conditioning systems of the property, without prior written consent of the Landlord, and any required governmental agency or public utility company consent, to comply with applicable public law.

27. VEHICLES. Only vehicles with current license plates and in operating condition shall be parked at the premises, and on areas designated for this purpose. Violation will cause removal at Tenant's expense. Further, reparking of vehicles on premises is not authorized in this lease.

28. SMOKE DETECTOR. Applicable law of any government body requires the installation of smoke detectors at the time of occupancy. Landlord certifies to Tenant that smoke detectors have been installed and are in proper working condition. It shall be the responsibility of Tenant to check smoke detectors periodically and replace batteries if necessary to keep the smoke detectors in proper working condition and to report any malfunctioning smoke detector to Landlord in writing. Landlord/Agent assumes no responsibility or liability for any non-reported malfunction or misuse of smoke detectors by the Tenant which result in injury or damage. Tenant will do nothing and permit nothing to be done on or about the premises, which will contravene any fire insurance policy covering the same. There may be legal penalties for intentionally disabling or otherwise tampering with smoke detectors.

This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupants should obtain a dual powered smoke detector or a battery powered smoke detector.

29. UTILITY CHARGES, DUES AND FEES. Tenant shall keep in service and pay all applicable utility charges, including but not limited to gas, water, sewer fee, electricity, and waste removal. Said utility charges will commence on the effective day of this lease. Tenant agrees to pay the bills promptly when due and will make all necessary deposits as needed by utility companies. All utility services shall be transferred and all final bills paid by Tenant with proof of payment, before any part of the security deposit can be returned. Landlord shall not be liable in any manner for failure, interruption, or stoppage of gas, electricity and/or water at any time. If Tenant fails to pay any utility bill and Landlord makes payment, such amount shall be charged to Tenant as additional rent due.

Tenant is to pay swimming pool fees, recreational fees, parking fees, move-in fees, security alarm monitoring fees, cable/access fees and all telephone service, wires and equipment where applicable, unless otherwise agreed upon in writing. Landlord is to pay association dues, homeowner dues, condominium dues, etc. unless otherwise agreed in writing.

Tenant [Signature]
Landlord [Signature]

Tenant 7

30. NOTICE OF ABSENCE. Tenant shall advise Landlord by telephone or in writing of an anticipated absence from the property in excess of seven (7) days. During any such absence, Landlord may enter property at any time necessary to protect the property from damages resulting from severe weather conditions, acts of nature, utility interruptions, public disruptions or similar occurrences. This does not obligate Landlord, nor does Landlord assume liability for such occurrences.

31. SUBORDINATION AND ASSIGNMENT OF LEASE. This lease shall be subordinate to the lien of existing and future mortgages placed on this premises, and Tenant agrees to execute whatever additional agreements are required to so subordinate this lease. Landlord shall have the right to assign any of his rights under this agreement at any time.

32. ACCESS TO PROPERTY BY LANDLORD, AGENT AND THEIR DULY DESIGNATED REPRESENTATIVES. Upon reasonable notice to Tenant and at reasonable times, Landlord, Agent, Vendor and/or their duly designated representative, may enter the premises in order to, (a) survey the property, (b) make necessary repairs, decorations, alterations or improvements, (c) supply necessary or agreed services, (d) exhibit the property to prospective or actual purchasers or tenants, mortgagees, appraisers, workmen or contractors, (e) or in Condo/Co-op unit Agent may enter to investigate reports of leaks into adjoining units, and (f) in addition, ninety (90) days preceding the expiration or termination of lease term, Tenant will allow a "For Rent" sign to be placed on the property along with a lockbox containing a key to the main entrance for Agents' access. Tenant will allow a "For Rent" sign to be placed on the property along with a lockbox containing a key to the main entrance for Agents' access sixty (60) days preceding the expiration or termination of lease term. Landlord may enter the property at any time to protect the property and Landlord's/Tenant's possessions if it is suspected severe weather conditions, acts of nature, utility interruptions, illegal activities, public disruptions or similar occurrences have taken place in the neighborhood. Tenant will remove or secure any entry on the premises when property is on market or when access is granted.

33. TENANT'S REFUSAL TO ALLOW ACCESS. If Tenant refuses to allow access to Landlord/Agent as provided in preceding Paragraph 32, Landlord may obtain injunctive relief to compel access or may terminate this lease. If Tenant fails to vacate the property, Landlord may bring an action for possession and damages sustained, including leasing costs and reasonable attorney's fees.

34. RIGHTS OF LANDLORD UPON BREACH OF LEASE BY TENANT. If Tenant violates any of the provisions of this lease or any of the rules and regulations imposed by Landlord, or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee is appointed for his property), or if the premises are vacated or abandoned, Landlord shall be entitled to avail himself of all rights and remedies to which he may be entitled, either by law or in equity (including but not limited to, the right to terminate this lease and recover possession). Landlord/Agent shall also be entitled to recover reasonable attorney's fees and costs as allowed by law. Landlord's waiver of one default by Tenant shall not be considered to be a waiver of any subsequent default. Tenant waives the benefit of any exemption under the homestead, bankruptcy, and any other insolvency law, as to his obligations in this lease. In the event the Tenant is adjudicated bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written notice and the Premises shall be surrendered to the Landlord who reserves the right to repossess the Premises. This provision of this paragraph shall survive the termination of this lease.

35. DESTRUCTION BY CASUALTY. If property shall be partially damaged by fire, severe weather conditions or other cause without the fault and neglect of Tenant, the damage shall be repaired within a reasonable time by and at the expense of Landlord and the rent, according to the extent that the property is rendered uninhabitable as determined by Landlord, shall be adjusted or suspended until such repairs are completed. If the property is damaged by fire or other cause to such extent that Landlord shall decide not to restore the property to the former condition or Landlord shall decide to demolish the structures of property, then and in either of such events, Landlord shall have the option to terminate this lease by written notice to Tenant, and the term of this lease will end on the day such notice is given with the remaining rent proportionately adjusted to the effective date of termination.

36. PROPERTY UNFIT FOR HABITATION. If the whole, or any part, of said property should be destroyed, posted, or be the subject of formal notice, by any government authority or law, that it is unfit, unsafe, uninhabitable, unsuitable or not lawfully usable for the purpose of persons under this lease, Landlord shall have the option of eliminating or correcting the problem, if such can be done, or terminating this lease on the date Landlord gives notice to Tenant of such termination or from the date Landlord is compelled by law to terminate further occupancy or use of said property, whichever date is earlier, and the remaining rent shall be proportionately adjusted to the effective date of termination.

37. CONDEMNATION. If the whole or any part of said property shall be taken or condemned pursuant to any governmental authority for any public or quasi-public use or purpose, the term of this lease shall cease and terminate from the date when possession of the part so taken or condemned shall be required for such use or purpose, and the remaining rent shall be proportionately adjusted to the effective date of termination.

38. LANDLORD WITHOUT LIABILITY. In no event shall Landlord/Agent be liable for damages or compensation to Tenant or Tenant's assigns, household, agents, or licensees, or other persons or entity, because of events, conditions, actions, or terminations described in or arising from or connected with the provisions of Paragraphs 35, 36, or 37. Should tenant be concerned about crime statistics or "Megan's Law" contact the local police department for further information.

Tenant

Landlord

Tenant

39. LIENS UPON PROPERTY. The Tenant has no authority to incur any debt or to make any charge against the Landlord/Agent or create any lien upon the said leased property for any work, utilities or materials furnished to same.

40. TENANT NEGLECT AND COSTS. If at any time during the term of this lease, or any renewal or extension, Landlord should be required to make repairs, alterations or additions to property or its equipment, caused by Tenant misuse or neglect, Tenant hereby agrees that repairs, alterations or additions shall be made at Tenant's expense. Landlord shall have the option of terminating this lease, or cause such repairs, alterations, or additions to be made, and the cost of same, plus 10% thereof, shall be considered as additional rent for property and payable forthwith by Tenant. The provisions of this paragraph shall be in addition to and shall not prevent the enforcement of, any claim Landlord/Agent may have against Tenant for any other breach or damages under this lease.

41. DEATH OF TENANT OR LANDLORD. If any party to this lease, Landlord or Tenant, should die during the term of this lease, the surviving party of the deceased may terminate this lease by giving thirty (30) days written notice to the other parties involved in the lease. This right of termination of lease must be exercised within ninety (90) days of death of party concerned.

42. INVALID TERMS. If any term, covenant, condition, or provision of this Lease Agreement, or the construction thereof to any person or circumstance, shall to any extent be deemed invalid or unenforceable, the remainder of this Lease Agreement, or the construction of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease Agreement shall be valid and enforced to the fullest extent permitted by law.

43. WAIVER OF BREACH. No waiver or oversight of any breach of any covenant, condition or agreement contained, or compromise or settlement relating to such a breach shall operate as a waiver of the covenant, condition or agreement itself, or any subsequent breach.

44. LIABILITY FOR PERSONAL OR PROPERTY DAMAGE. All persons and personal property in or on premises shall be at the sole responsibility of Tenant. Landlord/Agent will not be liable for any damage or injury to persons or personal property arising from the negligence, able or omission of acts of the Tenant or persons or entity invited by the Tenant, or from roof, wall, floor, door, or window water leaks, or from the freezing, bursting, leaking, or overflowing of water, steam, sewer, or gas pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or vermin, or from or by any other cause whatever, latent or patent. In summary, neither Landlord nor Agent shall be liable for any injury or damage whatever to the person or property of Tenant or any other person or entity in or on said property caused by Tenant or his invitees or pets; and Tenant hereby expressly and without reservation covenants and agrees to save Landlord and Agent harmless from any cause whatsoever, except for the negligence of the Landlord, its agent, or employees which shall proximately and actually cause such injury or damage. IT SHALL BE THE RESPONSIBILITY OF THE TENANT TO OBTAIN AN INSURANCE POLICY WHICH PROVIDES PUBLIC LIABILITY COVERAGE AND ALSO PROTECTS TENANT'S PERSONAL PROPERTY.

45. TRUTHFULNESS OF APPLICATION. The Rental Application submitted by Tenant has been an inducement for Landlord to rent the premises to Tenant and hereby becomes a part of this Lease. If any material facts in the Rental Application are untrue or if the premises are occupied by anyone other than applicants/occupants as stated in the Rental Application, Landlord shall have the right to terminate this lease, to hold Tenant liable for all rent until reoccupied, any damages and to avail himself of all rights and remedies to which he may be entitled by law or equity, and to recover reasonable attorney's fees and costs as allowed by law.

46. NOTICES. Any written notice regarding any of the provisions of this Lease may be given by Landlord to any Tenant. All Tenants agree that such notices given or received shall affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, co-signers, guarantors and subtenants. All notices required or permitted herein shall be in writing and effective as of the date on which such notice is mailed in any United States Post Office by first class mail, postage prepaid, or hand-delivered to the Tenant at the premises address unless otherwise stipulated within this lease.

47. LANDLORD DISCLOSURE. The owner is not a licensed Real Estate Agent/Broker unless checked here. ☒ **Lynn Beattie** ☒ inactive ☐ or inactive in the state(s) of Maryland

48. OTHER CLAUSES.

A pet deposit of \$3,000.00 is due on September 12, 2011 along with September's pro rata rent in the amount of \$1,000.00. For repairs, along with para. 21 of the Lease Agreement, please reference paragraph titled "Repairs" in the attached addendum (e-mail dated 8-24-11). Landlord, as of the date of this Lease, has agreed to allow tenants to re-paint the kitchen upon moving into the premises.

white

Tenant PK

Landlord WJW

Tenant 1

49. **ADDENDA AND ENTIRE AGREEMENT.** Addendum attached: YES ☒ NO ☐ Number of Pages 15/10 ZFB
 The addenda attached hereto and executed by the parties shall be a part of this Lease Agreement. THIS LEASE AGREEMENT AND THE ATTACHMENTS HERETO CONTAIN THE FINAL AND ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND NO PARTY TO THE LEASE AGREEMENT SHALL BE BOUND BY ANY TERM, CONDITION, COVENANT, WARRANTY, REPRESENTATION, STATEMENT ASSURANCE, OR AGREEMENT, ORAL OR WRITTEN, NOT SET FORTH HEREIN.

60. **ACKNOWLEDGEMENT.** The covenants, conditions and agreements contained are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. Tenants signing this Agreement shall be jointly and severally liable. Whenever the context so requires, the singular member shall include the plural, the singular, and the use of any gender shall include all other genders. This Lease Agreement and the attachments hereto have been executed and Tenant acknowledges that an executed copy thereof and the attachments were delivered to him at the time the Lease was fully executed.

In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act), and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initiating this Agreement. The parties hereby agree that either party may electronically sign or initial, as appropriate, by utilizing a digital signature service. In the event a third-party to the transaction contemplated by this Agreement requires that any documents relative to the transaction be executed with hand-written signatures, then the parties agree to timely re-execute any necessary documents as required.

Witness the following signatures and seals:

8/27/11 R. Jay Calicoff (SEAL) L. F. Foster (SEAL)
 Date Tenant Date Landlord
 8/27/11 M. J. Calicoff (SEAL) _____ (SEAL)
 Date Tenant Date Landlord
 _____ (SEAL)
 Date Tenant

LONG & FOSTER REAL ESTATE, INCORPORATED

Security Deposit Received: \$ 1,950.00

BY: _____ (SEAL)
 Agent

From _____

Date: _____



Tenant

Landlord



Tenant

ADDENDUM

ADDENDUM# 1 dated 9/1/2011 To Lease dated 08/26/2011.

Between Tenants: R. Tony Calice and Melissa J. Calice

And Landlord Lynn Beattie

For Property know as 43 Winterberry Lane, Hunt Valley, MD 21030

Landlord agrees to pay for any structural repairs (unless caused by negligence of the Tenants) in full. The Tenant agrees to pay the first \$50.00 of any maintenance type repair. This will not supersede or negate any language in section 21 or 22 in the lease.

Lynn Beattie, Landlord  Date 8-31-11

R. Tony Calice, Tenant  Date 9/1/2011

Melissa J. Calice, Tenant  Date 9/1/2011



Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards RENTALS

For the lease of Property at: 43 Winterberry Court Cockeysville, MD 21030 Unit #
Property Address

I. LESSOR REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Lessor initial ONE of the following and state Year Constructed):

LF Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: 1999
Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
Lessor is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

LESSOR AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

II. Lessor's Disclosure (each Lessor complete items a and b below)

a. Presence of lead-based paint and/or lead-based paint hazards (initial and complete (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. Records and reports available to the Lessor (initial and complete (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Lessee's Acknowledgment (each Lessee initial and complete items c, d and e below)

c. Lessee has read the Lead Warning Statement above.

d. Lessee has received copies of all information listed above. (If none listed, check here.) ☐

e. Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

IV. Agent's Acknowledgment (initial item f below)

f. Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

John F. Beattie 8/31/11
Lessor Date

John Carline 9/1/11
Lessor Date

Myateline 9/1/11
Lessor Date

Agent Date

Lessee Date

Lessee Date

Lessee Date

Agent Date



**MARYLAND LEAD POISONING PREVENTION ACT
TENANT ACKNOWLEDGEMENT
ADDENDUM TO LEASE**

To Lease dated 08/23/11 between Lynn Beattie (Landlord) and
R. Tony Calice (Tenant)
for the property located at 43 Winterberry Court Cockeysville, MD 21030
(Address)

The Maryland Lead Poisoning Prevention Act requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential property.

Landlord represents and warrants to Tenant, Brokers, Brokers' Agents and Subagents of Brokers, intending that they rely upon such warranty and representation that:

(Landlord must INITIAL in one appropriate box)

☐ The age of the property is UNKNOWN or the property was constructed PRIOR TO 1950 and has been registered with The Maryland Department of Environment (MDE). As required, the Lead Test has been completed and Landlord warrants that the property is available for tenancy. Landlord shall provide copy of Lead Test and Inspection Certificate for Brokers and Subagents of Brokers use in marketing property.

☐ The property was constructed AFTER 1950 but PRIOR TO 1979:

☐ A. Property has been voluntarily registered with MDE. Lead Test has been completed and Landlord warrants property is available for tenancy. Landlord shall provide copy of Lead Test and Inspection Certificate.

OR

☐ B. Property is not registered with MDE. Landlord has elected not to meet the Act's provisions and acknowledges no protection under the liability cap.

JB The property was constructed IN or AFTER 1979. No provisions of Federal or Maryland Lead-Based Paint Laws apply.

ALL PARTIES - PLEASE NOTE: If the property was constructed BEFORE 1979, this Lease will not be complete nor enforceable unless Landlord provided each Tenant with the following prior to signing this lease:

(ALL Tenants must INITIAL beside each item to acknowledge receipt)

INITIALS

- 1) A Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards form (LF090)
- 2) The EPA pamphlet "Protect Your Family From Lead In Your Home"
- 3) "Notice of Tenant's Rights"
- 4) When applicable, copy of current Lead Test and verified Inspection Certificate from MDE

All other terms and conditions of this Lease remain in full force and effect.

SIGNATURES:

Lynn F. Beattie 8-31-11
LANDLORD DATE
R. Tony Calice 9/1/2011
LANDLORD DATE
Mya Calice 9/1/2011
LANDLORD DATE

TENANT	DATE
TENANT	DATE
TENANT	DATE